



HONORARY CAPTAIN

Photography/Video Release and Waiver



CHECK APPROPRIATE BOX: ☐ For an adult ☐ For a minor under the age of 18

I, the undersigned, hereby consent to the use by Honorary Captain, Inc. (Honorary Captain), and those acting with permission and authority of Honorary Captain, of all photographs, videotape, or other images or recordings that Honorary Captain has taken of me or in which I may be included, for all purposes, in any and all media including the internet and social media, without limitation, including promotion, solicitation, advertising or trade.

I hereby waive any right to inspect or approve the finished images or other content, including advertising copy or printed matter, in which they may be used. I understand that any distribution of the images will be fully compliant with Honorary Captain policies, statements and values. I release Honorary Captain and those acting under their authority from any liability related to the alteration, intentional or otherwise, that may occur in connection with the processing, editing, transmission, display or publication of the images, and understand that images may be cropped or altered for purposes of illustration.

I understand that if I am a student I am entitled to the protection of all applicable state and federal privacy laws including the Family Education and Privacy Act (FERPA) and I waive any claim or privacy right with regard to the recording of video or photographic images and their use by Honorary Captain. I understand that the recording that directly results from this project may be shared and distributed to the public, and I consent to the use of my image in such a manner.

I understand that all images in which I participate, including film, photographic prints, digital files or video are the exclusive property of Honorary Captain and I grant to Honorary Captain the unrestricted right to copyright, publish and re-publish the images.

I UNDERSTAND THAT PARTICIPATION IN THE EVENT MAY INCLUDE RISK OF BODILY HARM AND THAT NO ONE SHOULD PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE. I UNDERSTAND THAT EVENTS MAY BE HELD AT FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. I UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, I HEREBY, ON BEHALF OF MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE HONORARY CAPTAIN FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT. I UNDERSTAND THAT HONORARY CAPTAIN SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM MY PARTICIPATION IN THIS EVENT. I EXPRESSLY AGREE THAT MY PARTICIPATION IS AT MY SOLE RISK.

I agree to indemnify and to hold Honorary Captain harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising

from or relating to your participation in this event or the violation of any term of this Agreement and Waiver.

I agree that the statutes and laws of the State of Florida, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Agreement and Waiver. I agree that exclusive jurisdiction for any dispute with Honorary Captain resides in the courts of the State of Florida and I further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Florida in connection with any dispute including any claim involving Honorary Captain or its employees, contractors, officers, or directors.

I further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

BY EXECUTING THIS AGREEMENT AND WAIVER, I AFFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINT NAME (PHOTO SUBJECT)

DATE

PRINT NAME OF PARENT/GUARDIAN (IF MINOR)

AGE (IF MINOR)

Parent/legal guardian warrants and represents that he/she has the full legal capacity to consent to the shoot and to execute this release.

SIGNATURE

CELL PHONE

EMAIL